

AGREEMENT

BETWEEN

DELAWARE PUBLIC EMPLOYEES COUNCIL 81, AFSCME AFL-CIO
ON BEHALF OF LOCAL 2356

AND

THE CITY OF DOVER, DELAWARE

JULY 1, 2017 – JUNE 30, 2020

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AGREEMENT

1. PREAMBLE

THIS AGREEMENT was entered into effective _____, 2018 by and between the City of Dover, hereinafter referred to as the City or as the Employer, and the American Federation of State, County, and Municipal Employees (AFSCME) Council 81, AFL-CIO, on behalf of Local 2356 hereinafter referred to as the Union or as the Employees. The term of this Agreement shall be from July 1, 2017 through June 30, 2020.

2. PURPOSE OF THE AGREEMENT

Both parties mutually agree that their objective in this Agreement is for the good and welfare of the City and Union alike. It is the purpose of this Agreement to promote and insure the harmonious relations, cooperation and understanding between the City and the employees covered herein, and to provide for the equitable adjustment and successful resolution of differences which may occur between Employer and Employees. To facilitate the efficient administration of this Agreement, it is understood that whenever a Union or Management official is specified herein, a designee may be substituted unless expressly provided otherwise.

3. TERM OF AGREEMENT

This agreement shall be effective as of the date of ratification by the Union and approval of the City Council and shall remain in full force and effect until the 30th day of June 2020, and shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing not later than ninety (90) days prior to the expiration date that it desires to modify or terminate this agreement. In the event such notice is given, negotiations shall begin no later than thirty (30) days following the date of the notice.

If negotiations are not concluded as of June 30, 2020, the mandatory subject of collective bargaining within this agreement shall remain in full force and effect until negotiations are completed and shall automatically be extended until such time as a new or modified agreement is approved by both parties.

This agreement may be amended at any time by mutual written consent.

4. HANDBOOK

The City of Dover's Employee handbook (July 2004), as amended from time to time, shall apply to all AFSCME employees unless specifically provided for within the Collective Bargaining Agreement. All employees shall receive either electronically or by hard copy notification of such changes. The City shall provide and the employee shall return a signed written receipt of such changes.

5. **RECOGNITION**

The City recognizes Delaware Public Employees, AFSCME Council 81 as the exclusive bargaining representative of the employees covered hereby for the purpose of collective bargaining as certified by the Delaware Public Employment Relations Board.

The term “employee” as used herein shall include full-time employees who are classified to work forty (40) hours or more per week in the following Job Title/Classifications:

| | |
|---------------------------------------|---|
| 911 Supervisor | Account Clerk III |
| Accountant II | Administrative Assistant* |
| Central Services Coordinator | Chief Building Inspector |
| Civil Engineer I | Civil Engineer II |
| Computer Operator/AS400 System Admin. | Crime Analyst/Accreditation Manager (12/30/15) |
| Downtown Coordinator | |
| Electrical Engineer I | Field Service Representative III |
| Fire Chief’s Assistant | GIS Technician |
| LAN Analyst | Librarian I |
| Librarian II | Licensing and Permitting Supervisor |
| Planner I | Planner II |
| Police Resources Manager | Public Affairs & Emergency Mgt. Coordinator |
| Records Unit Supervisor | Recreation Program Specialist |
| Residential Assessment Technician | Sex Offender Registry Enforcement Agent (12/30/15) |
| Senior Computer Programmer Analyst | |
| Sports Coordinator | Victim Services Coordinator |

*Excluded are the Administrative Assistant for the City Manager, Controller, Human Resources Director and City Clerk.

The City is to provide the Local President with a monthly report of the names and job titles of all employees represented by the Union.

Modifications to the Unit to reflect newly created eligible classifications, official changes in classification titles or additions will be made only in accordance with the appropriate procedures of the State of Delaware, Public Employment Relations Board. The City agrees to notify the Union of any official changes in classification titles.

6. **ORGANIZATION REPRESENTATIVES**

A written list of the Union Representatives shall be furnished to the Employer immediately after their designation and the Union shall notify the Employer of any changes in the list which occur from time to time.

Time spent by Union Representatives in handling grievances or attending meetings with City Representatives shall be without loss of pay provided the Union Representative(s) notifies his/her Department Head.

The City agrees to grant paid leave of absence to employees at any given time to attend conventions, training and/or meetings of Delaware Public Employees AFSCME COUNCIL 81 and/or AFSCME International. The Union agrees to notify the Human Resources Department and the Department Head in writing at least seven (7) calendar days prior to the commencement of such leave. This leave shall not exceed one hundred twenty (120) hours, to be used in increments of no less than one (1) hour, for the entire bargaining unit during any three (3) consecutive contract year period.

Two representatives from the Union will be included on the Safety Committee, when such program exists.

7. DUES DEDUCTION AND SECURITY

The Employer, upon receiving written authorization from the employee, agrees to deduct the designated periodic membership dues uniformly from the earned wages for those employees required to pay such dues in equal amounts. Such deductions will be made upon the completion of an authorization card signed by the employee or in accordance with Delaware law. The Union will notify the Human Resources Director at least thirty (30) days in advance of any changes in the amount of such deductions.

All employees who are not, who do not become, or do not remain Union members shall, upon completion of 30 days of service, as a condition of employment, pay the Union a service fee no greater than the dues uniformly required of its members.

Union dues and service fee deductions shall be remitted by the City to Council 81 biweekly. Membership dues and service fee will be deducted uniformly based upon twenty-four (24) pays.

The terms "dues" and "fee" shall not include any fine, assessment, contribution, or other form of payment required from members of the Union. Dues or fee deductions for employees returning from unpaid leaves of absence will be reinstated immediately.

The Union shall indemnify and shall hold the City harmless against any and all claims, demands, suits and other forms of liability that may arise out of or involve any action taken or not taken by the City to comply with any of the provisions of this Article.

8. NON-DISCRIMINATION

The City shall not interfere with or discriminate against employees in matters of employment because of membership in or legitimate activity permitted by this Agreement, nor shall the City discourage membership in the Union or encourage membership in any other union.

The parties agree that there shall be no discrimination against any employee on the basis of race, color, creed, national origin, marital status, age, sex, religion, disability, sexual orientation, or political affiliation in the application of the provisions of this Agreement.

The Union agrees to represent employees by admitting persons into membership without discrimination on the basis of race, color, creed, national origin, marital status, age, sex, religion, disability, sexual orientation, or political affiliation. In addition, the Union recognizes its responsibility of noninterference, and agrees not to restrain or coerce employees in the performance of their duties.

The City and the Union shall share equally the responsibility for applying the provisions of this Article.

9. **MANAGEMENT RIGHTS**

The Employer maintains the exclusive right to manage and direct its operations except as modified by this Agreement. This exclusive right to manage and direct its operations includes but is in no way limited to the right to hire, assign, set standards, transfer, promote, provide for such discipline, maintain the discipline and efficiency of its employees, relieve employees from assignments, determine the manner of operation, change the methods or processes, use new equipment, introduce new or improved methods of operation, and to extend, limit, or curtail its operation. The above statement of management functions shall in no way be deemed to exclude other functions not listed herein.

10. **SENIORITY**

Seniority is defined as the length of continuous service with the City beginning with the most recent date of hire. An employee's seniority shall not be reduced by time spent on authorized leave of absence or layoff for less than twelve months.

11. **PROBATIONARY PERIOD**

All new employees shall be subject to a probationary employment period of six (6) months. Seniority shall not be credited to an employee until he/she has successfully completed his/her six-month (6) probationary period. At such time the employee shall be credited with seniority back to the first date of employment.

During such probationary employment period, employees may be discharged, transferred, or demoted without the same causing a breach of this Agreement or constituting a grievance.

12. **FULL-TIME EMPLOYEE**

A full-time employee shall be defined as an employee who is classified to work forty (40) hours or more per week.

13. **WORK DAYS AND WORK WEEK**

The basic work schedule for the City shall be five (5) days per week from Monday to Friday inclusive. Eight (8) hours of work shall constitute a normal work day and forty (40) hours of work

shall constitute a normal work week. For payroll purposes, the work week begins on Sunday at 12:01 a.m. and ends on Saturday at 12 midnight.

Employees shall maintain their current hours of work. Work schedules may be adjusted in the best interest of the City. If substantial changes are made, management agrees to consult with AFSCME. Should the change have a substantial impact on the employee(s), the City and AFSCME agree to work cooperatively to resolve such impact.

A flexing of hours may be permitted provided that the employee and the Supervisor agree. However, flexing cannot result in overtime compensation for non-exempt employees.

For the purpose of computing overtime pay, time spent on holidays, earned sick leave and earned vacation time shall be considered as hours worked.

The City will maintain a bi-weekly pay period with Friday as payday. If payday falls on a holiday, payday will be the preceding business day.

The Librarian I and II's shall work on a one (1) year trial basis, their current schedule which mandates a five (5) day work schedule. (Employees may work more than five (5) straight days with the agreement of both parties.)

The parties may request to meet over the trial period to discuss any concerns and or problems. At the end of the trial period, this schedule, as amended over the trial period, shall become the basic work schedule for the library.

14. **BREAK PERIODS**

All employees are authorized either a one hour lunch or a one half hour lunch per normal work day, depending upon the area worked in.

15. **MEALS DURING SEVERE WEATHER EMERGENCIES**

In the event of a severe weather or other emergency and the City is closed, the City will provide employees involved with the emergency, working a minimum of at least ten (10) continuous hours with either: (1) a meal at a local establishment of the City's choice; or (2) a ten (\$10) dollar meal allowance which will be paid within fourteen (14) business days of the last day of the severe weather or other emergency event. The City of Dover will have the sole decision on which option is selected.

16. **OVERTIME**

If a non-exempt employee is required to work overtime he/she will be compensated at a rate of time and one half (1 & 1/2) their regular hourly rate for all hours worked in excess of eight (8) hours per day or forty (40) hours per week. Employees scheduled to work flex shifts or regular ten hour shifts shall receive overtime pay for hours worked in excess of their normal daily shift or for all hours worked in excess of forty (40) hours per week. No employee shall be paid twice at an overtime rate for the same hours.

If an exempt employee is required to work overtime he/she will be compensated with time off at the rate of one time (1 overtime hour = 1 comp time hour) the overtime hours worked provided that:

- A. The work is of an unusual, unscheduled or emergency nature and must be completed at a specific time in order to meet a deadline or specific request from an outside agency or authority.
- B. The maximum accumulation of compensatory time is 80 hours. Any accumulated compensatory time shall be forfeited upon employment ending.

Hours worked on a city recognized holiday shall be paid at time and one half in addition to holiday pay received.

Exempt employees required to perform work on regularly scheduled holidays or special holidays declared by City Council will receive compensatory time at straight time for the hours actually worked in addition to any holiday pay to which they may be entitled.

All overtime must be authorized by the Department Head or Supervisor prior to working overtime hours. In the case of an emergency the overtime may be authorized by the employee's supervisor.

17. **HOLIDAYS**

The following days shall be considered to be paid holidays:

| | |
|------------------------------------|---------------------------|
| New Year's Day | Labor Day |
| Martin Luther King, Jr.'s Birthday | Veteran's Day |
| President's Day | Thanksgiving Day |
| Good Friday | Friday after Thanksgiving |
| Memorial Day | Christmas Day |
| Independence Day | |

When a holiday falls on a Saturday, a paid holiday will be granted on Friday. When a holiday falls on a Sunday, a paid holiday will be granted on Monday.

Regular holidays or special holidays declared by City Council which occur during any approved paid leave period shall not be considered as leave.

The following employees of the electric department, Electrical Engineer I and Administrative Assistant, shall observe the following holidays:

| | |
|------------------|------------------|
| New Year's Day | Labor Day |
| Memorial Day | Thanksgiving Day |
| Independence Day | Christmas Day |

In addition, these employees shall be credited with forty-eight (48) hours of personal leave on the 1st of January of each year.

Newly hired, probationary, regular employees hired after January 1 will receive personal days on a prorated basis. The number of holidays not recognized by AFSCME from the date of hire to December 31 of the year they were hired will determine the amount of personal days the employee

receives. Personal leave will be granted on the employee's first paycheck following employment. During the first year of employment, personal leave may be taken as earned or carried over into the next calendar year. In addition, personal time cannot be used as terminal leave, nor may it be sold back to the City as unused leave.

Shall the holiday schedule of the electric department change, the City and AFSCME will discuss and resolve the holidays observed and personal leave awarded to the Electrical Engineer I and Administrative Assistant within the electric department.

All regular employees shall receive a normal day's pay for each of the recognized holidays even when they do not work on such holiday. Non-exempt employees required to perform work on regularly scheduled holidays or special holidays declared by City Council shall be paid at time and one half (1.5) times their hourly rate for the hours actually worked in addition to any holiday pay to which they may be entitled. Exempt employees required to perform work on regularly scheduled holidays or special holidays declared by City Council will receive compensatory time at straight time for the hours actually worked in addition to any holiday pay to which they may be entitled. (Reference Overtime article)

18. **ON-CALL AND CALL-IN PAY**

The City shall provide compensation to non-exempt and exempt employees scheduled for "on-call" service after hours, weekends and holidays on a full seven (7) day cycle. Employees who are scheduled for on-call service in any given week shall receive an additional seven (7) hours of straight time (one (1) hour per day) pay over and above the normal hours worked in that week, even if the employee is not called out. The on-call pay provided for herein shall be calculated into the employee's overtime rate and included in pension calculations.

In addition to the on-call pay provided above, the paid call-out time shall be a minimum of two hours. Nonexempt employees shall receive compensation at the employee's applicable overtime rate of pay, for each separate call-out. Exempt employees shall receive comp time at straight time for the hours that they are called out. Only when an employee has returned home and is again called out shall it be considered a separate call-out. The minimum two hour call-out pay shall not apply if an employee is called into work within one (1) hour before the employee's normal starting time and the employee continues working into the normal shift. In this situation, the employee shall only receive one (1) hour on-call compensation.

Any trading of on-call duty between employees must be approved, in writing, by the supervisor of the employee who was originally assigned for duty. Trading of on-call assignments for less than the full week shall not alter the method by which payroll will compensate only the original employee who was assigned for that week.

The City Manager must authorize all "on-call" statuses. In general, on-call status shall not be provided to employees who may from time to time be called in on extraordinary circumstances.

19. **VACATION**

Effective with the November 2014 accrual, vacations shall be earned as follows:

- A. Each full-time regular employee from their date of hire until completion of six months of service shall earn vacation leave at the rate of four (4) hours per completed month. Probationary employee's vacation accrual for the month of November 2014 shall not be reduced.
- B. Each full-time regular employee who has completed six months of service however fewer than five (5) complete years of continuous service shall earn vacation leave at the rate of 10 hours per completed month.
- C. Each full-time regular employee with five (5) completed years of continuous service but less than ten (10) complete years of continuous service shall earn vacation leave at the rate of 14 hours per completed month.
- D. Each full-time regular employee with ten (10) complete years of continuous service but less than fifteen (15) complete years of continuous service shall earn vacation leave at the rate of 16 hours per month.
- E. Each full-time regular employee with fifteen (15) or more complete years of continuous service shall earn vacation leave at the rate of 18 hours per month.

Vacation leave accumulated by eligible employees shall be recorded and taken in fifteen minute increments. Fifteen (15) minute increments will be implemented when agreed upon by all labor units.

An employee must earn pay for one half of his or her workdays for that month to be credited with vacation leave. An employee cannot use a month's credit until he/she has earned pay for one half of his or her workdays for that month.

20. **VACATION LEAVE – MAXIMUM ACCUMULATION**

Vacation leave is accumulated from year to year; however the total accumulated vacation leave on January first of each year is limited to an amount equal to one year's vacation time. One year of vacation is calculated by multiplying twelve (months) by the employee's accrual rate in December of that prior year.

- A. Each employee with fewer than five (5) complete years of continuous service cannot have accumulated more than 120 hours of unused vacation leave as of January 1 of each year.
- B. Each employee with five (5) complete years of service but less than ten (10) complete years of continuous service cannot have accumulated more than 168 hours of unused vacation leave as of January 1 of each year.
- C. Each employee with ten (10) complete years of continuous service but less than fifteen (15) complete years of continuous service cannot have accumulated more than 192 hours of unused vacation leave as of January 1 of each year.
- D. Each employee with fifteen or more complete years of continuous service cannot have accumulated more than 216 hours of unused vacation leave as of January 1 of each year.

If an employee has accumulated more than the maximum allowable amount of unused vacation leave on January 1, then his/her leave shall be reduced to the proper maximum.

If the City Manager determines that unusual and extenuating circumstances exist which justify allowing an employee to be excused from the requirements of this section for a particular year, he/she may do so. An employee must submit a written request to the City Manager in writing prior to December 1 of the year in question to be excused.

21. VACATION SELL BACK

All employees may request, during the month of November, to sell back to the City unused vacation leave hours in accordance with the following schedules:

Effective with the sell back payment of November 2018.

| <u>Years of Completed Service</u> | <u>Hours eligible for Sell Back</u> |
|-----------------------------------|-------------------------------------|
| Up to 10 | 20 or 40 |
| 11+ | 20 or 40 or 60 or 80 |

After the November 2018 sell back payment, vacation sell back shall be eliminated.

22. VACATION BONUS FOR GOOD ATTENDANCE

Employees will be eligible for a vacation bonus. The bonus would be based upon the following hours used from January through and including December 31 of each year:

| <u>Hours Used</u> | <u>Vacation Earned</u> |
|-------------------|------------------------|
| 0 | 16 Hours |
| 8 hours or less | 8 hours |

The additional vacation hours will be credited in February. Compensatory time cannot be used in lieu of sick leave in order to negate the intention of the Perfect Attendance Bonus.

23. SICK LEAVE

Sick leave shall be granted to an employee absent from work for any of the following reasons: sickness, bodily injury, required physical or dental examinations/treatment or exposure to a contagious disease when continuing to work might jeopardize the health of others, for the well care of the immediate family residing in the employee’s principle place of residence, as well as the employee’s dependent children, mother, father, mother-in-law, father-in-law and physically or mentally challenged dependent sibling. Additional situations will be considered for the use of sick time.

Notification of the desire to use sick leave should be submitted to the employee’s supervisor prior to the shift whenever possible.

Sick leave shall be accumulated at the rate of one (1) day [eight (8) hours] per month of service. Sick leave shall be earned in any month in which an employee shall have worked or shall have been on

leave with pay for at least one half (1/2) of the scheduled workdays. An employee cannot use a month's credit until he/she has earned pay for one half of his or her workdays for that month. The maximum number of sick days an employee may accrue is unlimited.

Sick leave accumulated shall be recorded and taken in fifteen (15) minute increments. Fifteen (15) minute increments will be implemented when agreed upon by all labor units.

An employee who is terminated or resigns shall lose all accumulated sick leave.

24. **SICK LEAVE – PHYSICIAN CERTIFICATE**

A physician certificate is required for an employee to return to work who has been out over three (3) consecutive working days unless waived by a Department Head. A physician certificate requirement can be instituted on a one (1) day basis for habitual lost time at the discretion of the employee's supervisor. In all cases, the employee must submit a sick leave request via the payroll system. The leave request is approved upon the review and approval of the supervisor.

25. **FAMILY EMERGENCY**

In the case of a family emergency such as death or illness, leave of absence without pay may be granted without requiring the exhaustion of vacation leave. The use of vacation leave is permitted as referenced in the City handbook.

26. **BEREAVEMENT LEAVE**

Bereavement leave shall be granted to all regular employees in the event of a death of a member of the employee's immediate family. Upon request, the employee shall be granted three (3) scheduled working days leave with pay.

If the funeral is more than four hundred (400) miles from the City of Dover, the employee shall be granted up to five (5) scheduled working days, with pay, not charged to any leave balance, to arrange for and/or attend the funeral service or related matters.

Bereavement leave may only apply for days used in accordance with the employee's regular schedule.

Immediate family is defined for the purpose of this section as spouse, mother, father, guardian, children, sister, brother, grandparents, grandchildren plus the various combinations of half, step, in-law and adopted relationships that can be derived from those named, in addition to significant other if not married or separated from spouse, and any relative living with the employee.

The City reserves the right to request verification of the relationship and funeral location. Hours granted as bereavement time shall be counted as hours worked for purposes of computing overtime and shall not be charged as vacation leave if such occurs while the employee is on vacation.

At the request of the employee, the City may grant additional time to be charged against the Employee's sick leave.

27. TERMINAL LEAVE

Sick time eligible for sell back upon retirement and available for terminal leave

Employees hired on or before July 1, 2004 and retire under an approved City Retirement Plan shall be paid in full for a maximum of one hundred fifty (150) days of accrued sick leave if the employee is retiring with 25 or more years of service with the City of Dover. Employees with 21 to 24 years of service shall be eligible to sell back or use for terminal leave according to the following schedule:

- Up to 130 days with 20 or less completed years of service;
- Up to 134 days with 21 completed years of service;
- Up to 138 days with 22 completed years of service;
- Up to 142 days with 23 completed years of service;
- Up to 146 days with 24 completed years of service; and
- Up to 150 days with 25+ completed years of service.

Service for less than a full year does not advance the allowance to the next entitlement. For example, an employee with 21 years and 2 months of service will be entitled to utilize 134 days rather than 138 days.

Employees hired after July 1, 2004 and before April 13, 2014, shall be permitted to be paid in full for a maximum of one hundred (100) days of accrued sick leave. This payment shall be in a lump sum payable upon retirement or the employee may convert his/her accumulated sick leave, not to exceed the maximum indicated, to terminal leave.

Employees hired on or after April 13, 2014 shall be permitted to be paid in full for a maximum of seventy-five (75) days of accrued sick leave. This payment shall be in a lump sum payable upon retirement or the employee may convert his/her accumulated sick leave, not to exceed the maximum indicated, to terminal leave. During terminal leave, holidays are not recognized. An employee will be required to use accumulated leave for the holiday.

28. INCLEMENT WEATHER

The City of Dover will keep its offices open during regularly scheduled hours unless extreme inclement weather necessitates the curtailment of all but essential services. When City Offices are open, each employee shall report to work and remain at work until officially released.

PROCEDURE

A. Responsibilities:

- 1) The City Manager will make all decisions concerning the closing of City Offices.
- 2) Department Heads will determine which positions, by job title, are assigned to maintain essential services when offices are closed. Such positions will be designated as "emergency" positions (or alternatively "essential" positions) and employees occupying those positions shall be notified of their "emergency" status.

B. Guidelines:

1) Opening of Offices:

- a. In most cases of inclement weather, all City Offices will open and remain open for business during regularly scheduled hours.
- b. When inclement weather is severe enough to create a safety hazard for employees or to cause extremely poor road conditions, each department head shall exercise his/her judgment in assessing employee tardiness.
- c. Employees who call-in and are unable to come to work will be required to use vacation, comp time or be placed on leave without pay status. Leave without pay status will only be available if all accumulated vacation and comp time is exhausted.
- d. An employee who calls in sick during inclement weather, may be required at the discretion of the supervisor to provide a doctor's certificate to substantiate charging the absence to sick leave. An employee who fails to provide the required certificate when requested to do so, shall have the time reported as leave without pay.

2) Closing of Offices During the Day:

- a. When extreme inclement weather necessitates the closing of offices after the work day has begun, the following will apply:
- b. All employees not designated as emergency employees will be excused from work. For the remainder of the work day these employees will be placed on excused leave of absence with pay.
- c. Each employee designated as an emergency employee shall remain on duty for the duration of his/her regular shift or revert to his/her assigned emergency shift, if appropriate.
- d. Individuals who called in and were placed on vacation leave status will be charged such leave for the entire day. The option of requiring a doctor's certificate for a reported sick leave shall continue to be available to a Supervisor. Individuals who depart on vacation leave prior to official announcement will be charged such leave for the entire remainder of the day.

3) Closing the Office before the Start of the Work Day:

When inclement weather prevents the opening of offices for the day, the following will apply:

- a) Employees will be notified of the closing of offices by the procedures outlined in paragraph E, Public Announcements.
- b) Each emergency employee shall report to his/her normal shift or emergency shift as appropriate.
- c) All non-emergency employees are excluded from reporting to work. These employees will be placed on excused leave of absence with pay for their entire workday.
- d) Employees on previously approved leave status will remain on such leave status. Sick time pre-scheduled for a doctor appointment that was cancelled by the doctor due to the inclement weather will not be charged sick leave.

4) Library

When an inclement weather event occurs after the normal work day or on a weekend, the City Manager will provide notification of library closings/openings by the procedures outlined in paragraph E, Public Announcements. For employees who are scheduled to work during hours outside regular City hours, the City shall notify employees prior to 5:00 pm of any schedule adjustments.

C. Exceptions:

In the event a Department Head determines that it is necessary for non-emergency employees to remain at or report to work after offices are closed as the result of inclement weather, then he/she may direct such employees to do so. Such employees will be paid in accordance with the same policies governing emergency employees.

D. Compensation:

Emergency employees, who are classified as exempt, who work during their normal or emergency shifts will receive hour-for-hour comp time in addition to their normal straight time pay for hours worked during the normal shift when City Offices are closed by the City Manager due to inclement weather. Emergency employees, who are classified as non-exempt, who work during their normal or emergency shifts will receive overtime compensation (comp time will not be provided) in addition to their normal straight time pay for hours worked during the normal shift when City Offices are closed by the City Manager due to inclement weather.

E. Public Announcements:

The announcement of the closing of the City will be posted on the City's official social media page and website, www.cityofdover.com.

F. Employee Message Center:

Employees may call the City's Employee Message Center in order to determine the City's operating schedule. The phone number is 736-4240. The message will be updated as information is provided by the City Manager.

29. HEALTHCARE INSURANCE PAYMENTS

The City participates in a Group Health Insurance Program and employees are entitled to select their desired level of coverage from the options available thereunder.

The City shall notify the Union if it desires to leave the State of Delaware Group Health Insurance Program during the term of this Agreement. The parties shall then enter into negotiations. In the event that the parties are unable to reach agreement, the parties agree to submit all unresolved issues to the dispute resolution services offered by the Delaware Public Employment Relation Board, including binding interest arbitration..

Effective the first (1st) of the month following ratification by the Union and approval by City Council, health insurance cost sharing will be as follows:

For employees who are hired prior to May 20, 2014 the City will pay 85% of the total monthly insurance premium regardless of plan or tier (employee, child(ren), spouse or family) coverage. The employee will pay 15% of the total monthly insurance premium regardless of plan or tier (employee, child(ren), spouse or family) coverage.

For employees who are hired on or after May 20, 2014 the City will pay 80% of the total monthly insurance premium regardless of plan or tier (employee, child(ren), spouse or family) coverage. The employee will pay 20% of the total monthly insurance premium.

30. **RETIREMENT HEALTHCARE INSURANCE PAYMENTS**

For employees who directly retire on or prior to June 30, 2015, the City will pay 100% of the individual coverage. For employees who elect dependent coverage, the City will pay 75% of the monthly insurance premium regardless of plan or tier (child(ren), spouse or family) coverage. The employee will pay 25% of the monthly insurance premium.

For employees hired prior to May 20, 2014, upon direct retirement, the City will pay 85% of the total monthly insurance premium regardless of plan or tier (employee, child(ren), spouse or family) coverage. The employee will pay 15% of the total monthly insurance premium.

Employees who are hired on or after May 20, 2014, upon direct retirement, the City will pay 80% of the total monthly individual insurance premium. The City will not contribute towards dependent coverage. The employee will have the option to purchase dependent coverage under the City's group rate plan at full cost to the employee.

31. **GROUP LIFE, ACCIDENTAL DEATH AND DISMEMBERMENT, AND OFF-THE-JOB ACCIDENT AND SICKNESS**

The City shall pay a portion of the cost as outlined below:

- A. Group Life: The City shall pay 50% of the cost of individual employee coverage for employees. The employee must pay the other 50%. The insurance shall provide coverage equal to twice an employee's annual salary rounded to the next \$1,000. Maximum coverage will be determined by the insurance policy.
- B. Accidental Death and Dismemberment: The City shall pay 50% of the cost of individual employee coverage for full-time regular employees. The employee must pay the other 50%. The insurance shall provide accidental death insurance coverage equal to twice the employee's annual salary and accidental dismemberment coverage based on a schedule rounded to the next \$1,000. Maximum coverage will be determined by the insurance policy.
- C. Off-The-Job Accident and Sickness: The City shall pay 50% of the cost of the individual employee coverage for full-time regular employees. The employee must pay the other 50%. The insurance shall provide a weekly check for the covered benefits for up to 52 weeks for an off-the-job disability accident or sickness.

The following waiting periods and conditions apply:

Sickness: The employee is entitled to up to fifty-two (52) weeks of short-term disability coverage. There is an initial waiting period of seven (7) calendar days following the onset of an illness. During this seven (7) day period, no benefits are paid, however, employees may utilize any accumulated sick, vacation, and/or earned compensatory time. The seven (7) day waiting period counts toward the fifty-two (52) weeks.

Off-duty accident: There is no waiting period following an off duty accident. The employee is entitled to up to fifty-two (52) weeks of short term disability payments.

The disability benefit will be 70% of wages to a maximum of \$400 per week.

The parties acknowledge and agree that group life, accidental death and dismemberment, and off-the-job accident and sickness insurance policies are managed by the insurance carrier. The insurance carrier is responsible for all decisions and management of the plans.

The above short-term disability insurance coverage does not represent coverage with AFLAC.

32. MEDICARE PART B REIMBURSEMENT

The City shall pay 100% of this benefit to all current employees as outlined below:

The City will provide 100% Medicare Part B premium reimbursement to employees hired on or before July 27, 2009 and those eligible due to promotion or transfer to a position on or before May 28, 2013 (Date of Adoption). The reimbursement shall be the actual rate the retiree pays; provided, however, the reimbursement will not exceed the standard Medicare Part B premium.

The following 25 employees and retirees are eligible for this reimbursement.

Employees

| | | |
|-------------------|-------------------|-------------------|
| Adkins, Robin | Akers, Greg | Avery, Audrey |
| Courtney, Carolyn | DeMarco, Karen | Dickerson, Mike |
| Dietz-Sass, Kay | Dixon, Sherry | Enss, Pattee |
| Gibb, Jeremy | Giglio, Dave | Glenn, Diane |
| Hart, Annette | Harvey, Tracey | Heesh, Carol |
| Hudson, Karen | Kober, Christina | O'Neal, Carolee |
| Pickering, Steve | Rachel, Sherwanda | Rollison, Rebecca |
| Swaggard, Nancy | | |

Retirees

| | | |
|---------------|-----------------|---------------|
| Cookson, Paul | Loomis, Marlene | Metsch, Diane |
|---------------|-----------------|---------------|

33. VISION PLAN

The City shall pay 100% of the cost of vision insurance for the employee. The employee is responsible for the full premium of any dependent coverage selected. The plan shall provide for one eye exam every 24 months in addition to benefits for glasses or contact lenses.

34. DENTAL PLAN

The City agrees to sponsor an optional, employee paid group dental plan. The City will solicit employee representative input to any plan design changes.

35. 401 RETIREMENT CONTRIBUTION (DEFERRED INCOME)

Employees who have chosen the 401 Money Purchase Plan (Defined Contribution Plan) as their primary pension plan will be required to contribute 3% of his/her pensionable wages. The City will make an equal matching contribution based upon the employee’s contribution.

The City will provide an additional matching contribution of up to 3%. The City’s matching contribution is deposited into the 401 Money Purchase Plan and the employee’s contribution will be deposited into the 457 plan.

36. EDUCATIONAL ASSISTANCE

The City promotes continuing education if this education will better equip the employee to do his/her job. An employee is allowed to receive reimbursement for a maximum of three (3) courses per semester/quarter/block. This benefit is available to an employee who has successfully completed his or her initial probationary period of employment.

To be eligible for this benefit an employee must have demonstrated during his/her employment with the City, prior to application, that his/her elementary and secondary public school training is sufficient and adequate for extended study and training and that such informal education and training is compatible and commensurate with the employee’s chosen extended study and training. The employee’s selected courses must be approved in writing and in advance by their department head and the Human Resources Department. The selected courses of study must be helpful to the employee in his or her present work and basic advancement or must be in support of a major that is helpful to the employee in his or her present work and basic advancement. Requests will not be unreasonably denied.

The City shall reimburse the employee for tuition, laboratory fees and books. Reimbursement will be the lower of University of Delaware in-state rates for the level and type of course taken or the actual amounts paid for tuition. Employees shall receive reimbursement based upon the following schedule:

| Letter Grade | Grade | Reimbursement Percentage |
|---------------------|--------------|---------------------------------|
| A | 90 to 100 | 100% |
| B | 80 to 89 | 90% |
| C | 70 to 79 | 80% |
| D or F | 69 or under | 0% |

Receipts and official grade verification must be provided for reimbursement.

An employee who takes advantage of this policy shall be required to complete at least two (2) continuous years of employment with the City upon receiving reimbursement or shall have the amount of the reimbursement deducted from his/her final pay check. This agreement shall not constitute an employment contract.

Benefits received under any other Education Assistance Plan, such as the "G.I. Bill", financial aid or etc. will be applied first.

For complete details on the reimbursement process please contact the Human Resources Department.

37. **PERSONNEL FILES**

An employee shall have the right to review his/her personnel file(s) as provided in the City of Dover Employee handbook.

38. **RECORDING HOURS**

Upon implementation by other employee groups, all hours will be recorded in fifteen (15) minute increments.

39. **PENSION COMMITTEE ATTENDANCE**

Two (2) representatives of the bargaining unit, who are also members in the defined benefit plan, shall be allowed to attend meetings of the plan's Pension Committee.

40. **SAFETY SHOES AND UNIFORM**

A. Safety Shoes

Effective January 1, 2019, the City shall provide a yearly allowance of \$125 for safety shoes to employees in the following classifications which require the wearing of safety shoes: Electrical Engineer I, Civil Engineer I and Civil Engineer II, Chief Building Inspector and Field Supervisor III. For all of these classifications, the wearing of proper safety shoes, when in the field, is a condition of employment.

The payments/allowances described herein are payable in full in May of each applicable year for active employees within the affected classification of record as of February 1st and who continue within the affected classification at time of payment.

In the event of an on the job accident that results in the destruction of an employee's safety shoes, the City shall provide a replacement pair at its sole cost and expense. Otherwise, the employee is responsible for the cost of avoidable damage or loss of safety shoes.

Based upon current IRS regulations, the shoe allowance is considered a taxable benefit and will be reflected on the employee's annual tax statement from the City of Dover.

No other shoe allowance shall be provided other than indicated above.

B. Uniforms

Upon the establishment of an approved vendor, employees required to wear Fire Retardant (FR) clothing would be provided with an allowance to purchase from a vendor approved by the City of Dover under the following guidelines.

- 1) The position of Field Service Representative III will be funded with \$1,200. The position of Electrical Engineer I will be funded with \$600.
- 2) Annual allotment of \$600 will be available to the position of Field Service Representative III and Electrical Engineer I on January 1 of every year thereafter.
- 3) The City shall have discretion to determine what FR Clothing is provided to probationary employees. Upon successful completion of the probationary period, the employee will be considered a new participant and will be provided the remainder of the allotment as indicated in Section 1 of this Article.
- 4) Participants will be able to carry-over any unused allotment into the next year (carry-over will not exceed annual allotment).
- 5) Participants in the program will be responsible for routine cleaning of clothing, however, if clothing is damaged beyond repair while employee is at work, clothing will be replaced at no additional cost to the employee.
- 6) Should the participant wish to purchase additional approved clothing beyond the allotment, the participant may purchase such clothing at their own expense from the designated vendor.
- 7) The vendor will provide fitting, replacement and repair services to the participants at no cost to them.
- 8) City of Dover logo will be on shirts, jackets, coveralls, and other such outer clothing.
- 9) The employee will be required to submit the receipt of purchase to the Finance Department.

Shall an employee's supervisor require an employee to wear a shirt with the City of Dover logo, the City shall provide five (5) shirts and shall replace them after reasonable wear.

No other uniforms shall be provided other than indicated above.

41. SALARIES

A non-pensionable bonus of \$1,000 will be paid to all members who are active within the bargaining unit and remain active on the date of payment. Payment shall occur within forty-five (45) days of approval of this Agreement by City Council.

Effective January 1, 2018, all employees will receive a 3% salary increase.

Effective January 1, 2019, all employees will receive a 3% salary increase.

Effective January 1, 2020, all employees will receive a 3% salary increase.

All paychecks shall be made by direct deposit to the bank selected by the employee.

42. **SPECIAL EVENTS**

Any employee who works a special event, (NASCAR , FireFly, Delaware State University Homecoming, Punkin Chunkin and any other events approved by the City) during their normal work schedule shall receive their regular rate of pay at straight time. Any hours actually worked outside of the normal work day will be paid (comp time is not available) at time and a half (1 ½).

Vacation, sick or any type of paid leave cannot be utilized to work the special event. Work schedules cannot be modified to afford the opportunity to work the special event outside of normal work hours.

The provisions of the preceding two paragraphs shall expire on June 30, 2016.

Effective July 1, 2016, any exempt employee who works a special event, (NASCAR, FireFly Delaware State University Homecoming, Punkin Chunkin and any other events approved by the City) will be compensated (comp time is not available) at straight time for hours actually worked. Non-exempt employees will be compensated (comp time is not available) at time and a half (1 ½) for hours actually worked.

Vacation, sick or any type of paid leave cannot be utilized to work the special event. Work schedules cannot be modified to afford the opportunity to work the special event outside of normal work hours.

43. **JOB OPENINGS AND PROMOTIONS**

When the City determines to fill a vacancy or promotion within the bargaining unit, the City agrees to post such vacancy in accordance with City policy. Employees who are interested in being considered for the open position must submit an application to the Human Resources Department during the posting period. The posting will indicate the requirements and pay level of the open position.

Factors that will be considered in the filling of job openings include seniority, skill, ability, education and experience.

Employees will receive adequate instruction and training in the new position, and will be regularly apprised of their progress, and what areas, if any, they need to improve upon.

An employee who fails to meet the job requirements within a reasonable period (not to exceed 90 calendar days) shall be reassigned to their previous classification and wage rate. In the event the former position has been filled, the employee may be placed in an open position, or the next available open position for which the employee is qualified.

Successful bidders shall be placed in the new position at the starting rate for the new position if it is above the employee's existing rate of pay. If the starting rate for a higher paying position is below

the employee's existing rate of pay, the employee will receive an increase of no less than 5%. In the event of a lateral move, the employee will maintain their existing rate of pay. In the event of a demotion or downward move, the Union and the City will discuss the placement on the salary scale since there are several situations in which this event could occur. Downward bidding shall be allowed only at the City's discretion. In any event, an employee's change in wage progression shall commence from the date of actual transfer to the new position.

44. **TEMPORARY UPGRADES**

To assure the orderly performance and continuity of service, the City may find it necessary to temporarily upgrade employees on an acting basis. A temporary upgrading may be required in order to fill or compensate for temporary vacancies which may exist.

After having been upgraded for twenty (20) continuous days worked, an employee shall become eligible for a temporary upgrade pay increase on the twenty-first (21) continuous day worked. The temporary upgrade pay increase shall be the minimum rate established for the classification the employee is being upgraded to or 5% of the employee's then-current salary, whichever is greater. During the temporary upgrade, the employee retains their membership in Local 2356.

45. **REDUCTION IN FORCE AND LAYOFF**

The City in its discretion shall determine whether a reduction in force or layoffs are necessary. In the event that it becomes necessary to implement a reduction in force or lay off employees, the City shall notify the Local President of the reasons with at least three weeks notice prior to the layoff or reduction in force of non-probationary employees.

- A. In reducing the number of employees in a classification within a department, qualifications and position seniority shall govern.
- B. The employee being laid off or subject to a reduction in force may not displace the least senior employees in other departments with the same classification.
- C. The City has the sole right to determine if a vacancy exists in any other classification represented by the Union or department, and whether or not the displaced employee could fulfill all job requirements of the vacancy after a reasonable trial period.
- D. The Union will not oppose a reasonable transfer of an employee from the curtailed classification to another department or classification.
- E. The employee will be given a sixty day orientation period in this position during which the employee will be reviewed, counseled and instructed on their progress in the job.
- F. Should the employee fail to meet the requirements of the job and be disqualified, he/she shall, in the City's sole discretion, be reassigned to other classifications, or laid off or subject to the reduction in force.
- G. The employee shall be paid within the range for the job classification to which he/she is transferred at the wage closest to their present wage. In the case of downgrading, the

employee's wages will be frozen until such time as the wage scale advances to the employee's rate of pay.

H. When additional employees are needed in a classification, the regular employees who have been laid off or transferred out of that classification within a one year period, due to the lack of work, shall be offered the jobs before they are filled by promotion or transfer of employees with less seniority, or by hiring of new employees. A notification shall be sent to them by registered mail to the latest mailing address supplied to the City, and copies of such notification shall be forwarded to the Local President. The City shall be notified within five working days after receipt of the notice by the former employee of their desire to accept the offer of the job and the former employee will start work not later than three weeks after receipt of the notice. Should the employee fail to respond or report, he/she will be dropped from the City employment rolls.

46. **STRIKE CLAUSE**

It is agreed that during the term of this agreement neither the Union, its officers or its members shall instigate, call, sanction, condone or participate in any strike, slowdown, stoppage of work, boycott, protest within 100 feet of the property line associated within a City of Dover building or willful interference with production, transportation or distribution, and there shall be no lockout of employees by the City.

47. **CONTRACTING OUT**

It is the general policy of the City to continue to utilize its employees to perform work they are qualified to perform. However, the City reserves the right to contract out any work it deems necessary in the interests of efficiency, economy, improved work product or emergency.

Except where an emergency situation (including natural and/or man-made disasters) exists, at least sixty (60) days before the City contracts out work, where such contracting out would result in the layoff of existing bargaining unit employees, the City will notify the Union and offer the Union an opportunity to meet and discuss the matter before the date any existing bargaining unit employee is laid off as a direct result of such contracting out.

Such discussions may include, among other items, the relative economic costs and the effects of such action upon bargaining unit employees who may be laid off; provided the City's decision following such discussions shall be final and shall not be made the subject of a grievance.

48. **DISCIPLINE**

Disciplinary Actions shall only be taken for just cause and shall be progressive in nature.

An employee whose work is unsatisfactory over a period of time shall be notified by the supervisor in what way the employee's work is deficient and what must be done if the work is to be satisfactory.

An employee whose work is unsatisfactory shall normally receive at least two (2) warnings before the first disciplinary step of suspension, demotion or dismissal. First, one or more oral

warnings must be issued by the employee's supervisor, and second, a written warning must be issued by the Department Head; serving notice upon the employee that corrected performance must take place in order to avoid disciplinary action. The supervisor and department head must record the dates of their discussions with the employee along with the performance deficiencies noted and the corrective action recommended. The information must be entered in the employee's personnel folder and a copy provided to the employee. Excluding failure of conduct, disciplinary action becomes invalid after twenty-four (24) months.

Failures in the performance of duties considered to be adequate grounds for suspension, demotion or dismissal include, but are not limited to the following representative examples:

- A. inefficiency, ineffectiveness, negligence or incompetence in the performance of duties;
- B. careless, negligent or improper use of City property or equipment;
- C. physical or mental incapacity to perform duties;
- D. discourteous treatment of the public or other employees;
- E. leaving work assignments during working hours without prior supervisory permission;
- F. habitual improper use of leave privileges;
- G. habitual pattern of failure to report for duty to the assigned time and place and
- H. failure to observe safety rules and regulations.

The following causes relating to failure in personal conduct are representative of those considered as being adequate grounds for suspension, demotion or dismissal:

- A. fraud in securing appointment;
- B. conviction of a felony or a misdemeanor which would adversely affect performance of duties, or the entry of a plea of "no contest" to either;
- C. misappropriation of City funds or property;
- D. falsification of City records for personal profit or to grant special privileges;
- E. reporting to work under the influence of alcohol or other narcotic drugs or partaking of such things while on duty or while on public property, except that prescribed medication may be taken within the limits set by a physician so long as medically necessary;
- F. any action with the intent to deceive;
- G. theft, unauthorized use or unauthorized removal of City property;
- H. insubordination which shall mean the failure or deliberate refusal by an employee to obey a proper order given by a supervisor or the use of disrespectful language towards his/her supervisor;

- I. disorderly conduct;
- J. abuse of employee benefits;
- K. unapproved outside employment;
- L. gross negligence in performance of duties;
- M. any other actions which reflect adversely upon the City, and
- N. discrimination or harassment of any person on the grounds of race, color, religion, sex, handicap, sexual orientation, physical handicap, age or national origin.

Employees shall be entitled to a pre-suspension or pre-termination hearing provided they submit a written request for such hearing to the City Manager or Mayor (for departments that report to the Mayor) within five (5) working days of receipt of the disciplinary notification. The pre-suspension or pre-termination hearing, as indicated above, shall be held within five (5) working days after the employee has requested such hearing in compliance with this section.

For a pre-suspension hearing, the employee will continue to work and receive pay until a decision is issued. The Human Resources Director will participate in all pre-suspension hearings.

An employee may be suspended without notice, and without or with pay, by the Department Head for causes related to personal conduct in order to avoid undue disruption of work, to protect the safety of persons or property or for other serious reasons. When a Department Head suspends an employee he/she shall tell the employee to leave City property at once and remain away until further notice. A written summary detailing the circumstances and facts leading to the suspension shall be prepared, one copy delivered to the employee by certified mail and one copy filed in the employee's personnel folder in the Human Resources Department, or the Police Department as applicable, and one copy delivered to the Union President.

For a pre-termination hearing, upon the employee being notified, he/she will be placed on administrative leave without pay and remain on such leave until a decision is issued. If the employee is reinstated, lost base wages shall be provided. The Human Resources Director will participate in all pre-termination hearings.

After the pre-suspension or pre-termination hearing, the City Manager or Mayor will have five (5) working days to issue his or her written decision.

49. **ISSUANCE OF DISCIPLINE**

The City will contact the Union President at the phone number provided by the Union to advise that the issuance of discipline will take place. If the Union President is unreachable, the City will contact the Vice President at the number provided by the Union. The issuance of the discipline will not be delayed by the unavailability of a Union representative. The employee has a right to copies of any disciplinary notices which are placed in his/her personnel file.

50. **GRIEVANCE PROCEDURE**

A grievance is defined as a disagreement or dispute between the City and an employee or the Union over the application, interpretation or meaning of this Agreement, and shall be acted upon in accordance with the procedure outlined below:

Processing Grievances

Grievances shall be presented during normal working hours. A Union Representative shall be present at all levels of the grievance procedure. The Council 81 Representative may be present at any Step of the grievance procedure.

Grievances of a policy nature or which affect all similarly situated employees may be submitted directly to Step 2. A grievance of a discharge shall commence at Step 2.

Step 1

An employee covered by this agreement who has a grievance shall place the said grievance in writing to his/her Department Head within seven (7) calendar days after the occurrence of the event giving rise to the grievance or within seven (7) calendar days after the employee knows, or through the use of reasonable diligence, should have known, of the event giving rise to the grievance. The grievance should include the employee's name, the article of the contract believed to be violated, and the remedy the Union is seeking. The Department Head shall review the grievance, hold a meeting with the parties involved and then render a written decision. The written decision shall be completed within 14 calendar days of the meeting.

Step 2

If the grievance is not settled at Step 1, it may be submitted to the City Manager and/or his/her designee within seven (7) calendar days after the receipt of the Department Head's written answer in Step 1.

The City Manager and/or his/her designee shall review the grievance, hold a meeting with the parties involved, and then render a written decision. The written decision should be completed within 14 calendar days of the meeting.

Step 3

If the Union is dissatisfied with the City Manager's and/or his/her designee's decision, they may submit the grievance to the FMCS (Federal Mediation and Conciliation Service) within 30 calendar days of the completion of Step 2. A grievance submitted to the FMCS shall be processed in accordance with the rules and regulations of the FMCS. The arbitrator shall have no power to add to, subtract from or otherwise modify the express written terms of the agreement.

Each party shall be responsible for any and all of its costs which it incurs as a result of participating in any FMCS proceeding, including all costs of witnesses, attorneys or other persons who may attend the proceeding.

The cost of the arbitrator will be split by the parties.

The decision of the arbitrator shall be final and binding on the parties.

Time Limits for Filing

A grievance shall be submitted to Step 1 within seven (7) calendar days after the occurrence of the event giving rise to the grievance or within seven (7) calendar days after the employee knows or through the exercise of reasonable diligence should have known of the occurrence of the event giving rise to the grievance. If the grievance is not presented within the time limits set forth above, it shall be considered "waived." If a grievance is not appealed to the next step within the specified time limit or any agreed extension thereof, it shall be considered settled on the basis of the City's last answer. If the City does not provide a written response to the grievance or appeal thereof within the specified time limits, the grievant and/or the Union may elect to treat the grievance as denied at that step and immediately appeal the grievance to the next step in accordance with the procedure set forth in this Article.

The time limits at any step may be extended by the mutual written agreement of the parties involved at that particular step, which consent shall not be unreasonably withheld. In calculating time limits, holidays shall not count as "calendar days."

51. SEVERABILITY CLAUSE

If any provision of this Agreement is declared by lawful authority to be invalid or unenforceable, all other provisions of this Agreement shall remain in full force and effect for the duration of the Agreement. The parties shall as soon as practicable open collective bargaining to reach an agreement on substitution provisions.

52. NOTICE BETWEEN AFSCME AND THE CITY

Notices hereunder shall be deemed to have been adequately given if served by registered mail upon the persons named below at the address indicated unless otherwise notified in writing and receipt acknowledged by the signature of the recipient or other responsible person in recipient's office.

Notices to the Union shall be addressed to:

AFSCME COUNCIL 81, Local 2356
Michael A. Begatto, Executive Director
91 Christiana Road
New Castle, Delaware 19720

Notices to the City shall be addressed to:

City of Dover
Attn: Human Resources Director
P.O. Box 475
Dover, Delaware 19903

53. GPS

The City has the exclusive right to install and use the GPS units on its vehicles. The data collected by GPS units shall not be disciplinary in nature, rather may be considered information that may be reviewed and investigated relating to existing personnel policies. Information collected by GPS shall not be relied upon for disciplinary measures unless it is verified or corroborated.

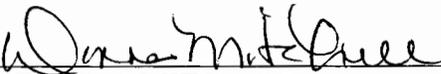
IN WITNESS WHEREOF, the parties hereto by their duly authorized representatives have hereunto set their hands and seals the day and year aforesaid.

CITY OF DOVER

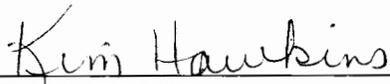
AFSCME COUNCIL 81

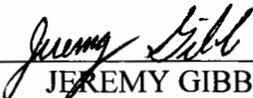
BY: 
WILLIAM W. BOWSER, ESQ.

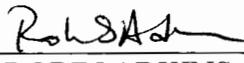
BY: 
LANCE GEREN, ESQ.

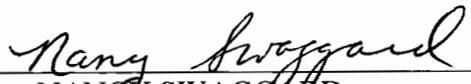
BY: 
DONNA MITCHELL

BY: 
CHRISTINA KOBER

BY: 
KIM HAWKINS

BY: 
JEREMY GIBB

BY: 
ROBIN ADKINS

BY: 
NANCY SWAGGARD

DATE: 6/12/18

APPENDIX A
JOB CLASSIFICATION / GRADE ASSIGNMENTS

| Job Classification | Grade |
|---|--------------|
| 911 SUPERVISOR | 118 |
| ACCOUNT CLERK III | 114 |
| ACCOUNTANT II | 120 |
| ADMINISTRATIVE ASSISTANT | 112 |
| CENTRAL SERVICES COORDINATOR | 116 |
| CHIEF BUILDING INSPECTOR | 124 |
| CIVIL ENGINEER I | 124 |
| CIVIL ENGINEER II | 126 |
| COMPUTER OPERATOR/AS400 SYSTEM ADMIN | 113 |
| CRIME ANALYST/ACCREDITATION MANAGER (12/30/15) | 118 |
| DOWNTOWN COORDINATOR | 114 |
| ELECTRICAL ENGINEER I | 124 |
| FIELD SERVICE REP III | 117 |
| FIRE CHIEF'S ASSISTANT | 117 |
| GIS TECHNICIAN | 113 |
| LAN ANALYST | 120 |
| LIBRARIAN I | 119 |
| LIBRARIAN II | 121 |
| LICENSING AND PERMITTING SUPERVISOR | 114 |
| PLANNER I | 117 |
| PLANNER II | 118 |
| POLICE RESOURCES MANAGER | 125 |
| PUBLIC AFFAIRS/EMERGENCY MGT COORDINATOR | 116 |
| RECORDS UNIT SUPERVISOR | 118 |
| RECREATION PROGRAM SPECIALIST | 117 |
| RESIDENTIAL ASSESSMENT TECH | 112 |
| SENIOR COMPUTER PROGRAMMER ANALYST | 123 |
| SEX OFFENDER REGISTRY ENFORCEMENT AGENT (12/30/15) | 118 |
| SPORTS COORDINATOR | 117 |
| VICTIM SERVICES COORDINATOR | 118 |

APPENDIX B
AFSCME - WAGE RANGES

| Grade | Minimum | Midpoint | Maximum |
|--------------|----------------|-----------------|----------------|
| 101 | \$ 16,015.38 | \$ 19,069.92 | \$ 25,177.98 |
| | \$ 7.70 | \$ 9.17 | \$ 12.10 |
| 102 | \$ 16,815.87 | \$ 20,023.36 | \$ 26,437.35 |
| | \$ 8.08 | \$ 9.63 | \$ 12.71 |
| 103 | \$ 17,657.35 | \$ 21,025.01 | \$ 27,759.34 |
| | \$ 8.49 | \$ 10.11 | \$ 13.35 |
| 104 | \$ 18,539.81 | \$ 22,076.00 | \$ 29,147.38 |
| | \$ 8.91 | \$ 10.61 | \$ 14.01 |
| 105 | \$ 19,466.69 | \$ 23,179.37 | \$ 30,603.74 |
| | \$ 9.36 | \$ 11.14 | \$ 14.71 |
| 106 | \$ 20,440.25 | \$ 24,338.54 | \$ 32,134.11 |
| | \$ 9.83 | \$ 11.70 | \$ 15.45 |
| 107 | \$ 21,462.78 | \$ 25,555.78 | \$ 33,740.77 |
| | \$ 10.32 | \$ 12.29 | \$ 16.22 |
| 108 | \$ 22,535.40 | \$ 26,833.36 | \$ 35,428.28 |
| | \$ 10.83 | \$ 12.90 | \$ 17.03 |
| 109 | \$ 23,662.69 | \$ 28,175.10 | \$ 37,198.91 |
| | \$ 11.38 | \$ 13.55 | \$ 17.88 |
| 110 | \$ 24,845.76 | \$ 29,584.01 | \$ 39,059.50 |
| | \$ 11.95 | \$ 14.22 | \$ 18.78 |
| 111 | \$ 26,088.05 | \$ 31,063.14 | \$ 41,012.31 |
| | \$ 12.54 | \$ 14.93 | \$ 19.72 |
| 112 | \$ 27,391.83 | \$ 32,615.53 | \$ 43,061.92 |
| | \$ 13.17 | \$ 15.68 | \$ 20.70 |

AFSCME – WAGE RANGES

| Grade | Minimum | Midpoint | Maximum |
|--------------|----------------|-----------------|----------------|
| 113 | \$ 28,761.65 | \$ 34,246.48 | \$ 45,215.14 |
| | \$ 13.83 | \$ 16.46 | \$ 21.74 |
| 114 | \$ 30,199.79 | \$ 35,958.66 | \$ 47,475.40 |
| | \$ 14.52 | \$ 17.29 | \$ 22.82 |
| 115 | \$ 31,709.66 | \$ 37,756.62 | \$ 49,849.53 |
| | \$ 15.25 | \$ 18.15 | \$ 23.97 |
| 116 | \$ 33,294.69 | \$ 39,644.15 | \$ 52,342.07 |
| | \$ 16.01 | \$ 19.06 | \$ 25.16 |
| 117 | \$ 34,959.43 | \$ 41,626.20 | \$ 54,958.74 |
| | \$ 16.81 | \$ 20.01 | \$ 26.42 |
| 118 | \$ 36,708.42 | \$ 43,708.06 | \$ 57,706.35 |
| | \$ 17.65 | \$ 21.01 | \$ 27.74 |
| 119 | \$ 38,542.82 | \$ 45,892.79 | \$ 60,591.73 |
| | \$ 18.53 | \$ 22.06 | \$ 29.13 |
| 120 | \$ 40,470.59 | \$ 48,187.97 | \$ 63,621.73 |
| | \$ 19.46 | \$ 23.17 | \$ 30.59 |
| 121 | \$ 42,494.00 | \$ 50,597.01 | \$ 66,802.04 |
| | \$ 20.43 | \$ 24.33 | \$ 32.12 |
| 122 | \$ 44,618.76 | \$ 53,127.14 | \$ 70,142.89 |
| | \$ 21.45 | \$ 25.54 | \$ 33.72 |
| 123 | \$ 46,849.41 | \$ 55,783.27 | \$ 73,649.99 |
| | \$ 22.52 | \$ 26.82 | \$ 35.41 |
| 124 | \$ 49,191.65 | \$ 58,572.25 | \$ 77,332.45 |
| | \$ 23.65 | \$ 28.16 | \$ 37.18 |
| 125 | \$ 51,651.18 | \$ 61,500.53 | \$ 81,198.23 |
| | \$ 24.83 | \$ 29.57 | \$ 39.04 |

AFSCME – WAGE RANGES

| Grade | Minimum | Midpoint | Maximum |
|--------------|----------------|-----------------|----------------|
| 126 | \$ 54,234.82 | \$ 64,576.46 | \$ 85,258.73 |
| | \$ 26.07 | \$ 31.05 | \$ 40.99 |
| 127 | \$ 56,945.99 | \$ 67,804.58 | \$ 89,520.77 |
| | \$ 27.38 | \$ 32.60 | \$ 43.04 |
| 128 | \$ 59,793.80 | \$ 71,195.16 | \$ 93,996.88 |
| | \$ 28.75 | \$ 34.23 | \$ 45.19 |
| 129 | \$ 62,782.81 | \$ 74,754.64 | \$ 98,697.30 |
| | \$ 30.18 | \$ 35.94 | \$ 47.45 |
| 130 | \$ 65,922.12 | \$ 78,492.13 | \$ 103,631.16 |
| | \$ 31.69 | \$ 37.74 | \$ 49.82 |
| 131 | \$ 69,218.57 | \$ 82,417.13 | \$ 108,813.24 |
| | \$ 33.28 | \$ 39.62 | \$ 52.31 |
| 132 | \$ 72,678.99 | \$ 86,537.59 | \$ 114,253.80 |
| | \$ 34.94 | \$ 41.60 | \$ 54.93 |
| 133 | \$ 76,313.62 | \$ 90,864.91 | \$ 119,966.51 |
| | \$ 36.69 | \$ 43.69 | \$ 57.68 |
| 134 | \$ 80,129.30 | \$ 95,408.21 | \$ 125,965.02 |
| | \$ 38.52 | \$ 45.87 | \$ 60.56 |
| 135 | \$ 84,135.14 | \$ 100,178.09 | \$ 132,263.00 |
| | \$ 40.45 | \$ 48.16 | \$ 63.59 |
| 136 | \$ 88,342.52 | \$ 105,187.10 | \$ 138,875.25 |
| | \$ 42.47 | \$ 50.57 | \$ 66.77 |
| 137 | \$ 92,759.42 | \$ 110,446.23 | \$ 145,818.86 |
| | \$ 44.60 | \$ 53.10 | \$ 70.11 |
| 138 | \$ 97,397.00 | \$ 115,969.00 | \$ 153,110.00 |
| | \$ 46.83 | \$ 55.75 | \$ 73.61 |
| 139 | \$ 102,267.00 | \$ 121,767.00 | \$ 160,766.00 |
| | \$ 49.17 | \$ 58.54 | \$ 77.29 |